



# City of Norfolk

**RFP 5045-0-2016**

**UNDERWATER HULL INSPECTION, MAINTENANCE & REPAIR**

Issuing Office: Office of the Purchasing Agent

Attn: Silvester Howell, Procurement Specialist

232 E. Main Street, Suite 250

Norfolk, VA 23510

V: 757-823-4585

Silvester.howell@norfolk.gov

Issued: June 1, 2016

**RFP OPENING DATE AND TIME: June 30, 2016**

**2:00 p.m. Eastern Time**

**ACKNOWLEDGE RECEIPT OF ADDENDUM: #1\_\_\_\_ #2\_\_\_\_ #3\_\_\_\_ #4\_\_\_\_ (Please Initial)**

THE UNDERSIGNED AGREES TO PERFORM ANY CONTRACT AWARDED AS A RESULT OF THIS RFP, IN ACCORDANCE WITH THE REQUIREMENTS OF AND ATTACHED AGREEMENT TERMS & CONDITIONS SPECIFIED HEREIN. THE SIGNATURE BELOW SHALL BE PROVIDED BY AN AGENT AUTHORIZED TO BIND THE COMPANY. FAILURE TO EXECUTE THIS PORTION MAY RESULT IN REJECTION OF THE OFFERORS PROPOSAL.

Offeror Legal Name:	
Virginia State Corporation Commission Number:	
Offeror Contact Name:	
Offeror Contact Email Address:	
Offeror Contact Telephone Number:	
Authorized Agent Signature:	
Authorized Agent Name (Printed):	
Authorized Agent Contact Email:	
Authorized Agent Contact Phone:	
Date of Proposal:	

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## **SECTION I – BACKGROUND, PURPOSE AND SCOPE OF SERVICES**

### **A. Background:**

The Battleship WISCONSIN, which has been berthed at Nauticus in Norfolk, Virginia since December 2000, as a museum and memorial that was donated by the United States Navy to the City of Norfolk in December 2009. The City needs to establish a long-term maintenance and restoration plan that includes appropriate underwater testing and inspection of the hull. The United States Navy recommends a dry-docking schedule of no more than twenty (20) years for inactive ships. However, due to financial considerations, the City of Norfolk (the “City”) seeks to pursue as many options as possible that may allow the deferral of dry-docking.

The last dry-docking of the WISCONSIN occurred during the pre-commissioning service, between 1986 and 1988. The last hull cleaning occurred in 2012.

The City acknowledges that silt build up under the stern of the ship may impact scheduling around tides to inspect, maintain and repair components in that area.

### **B. Purpose:**

The purpose of this Request for Proposals (“RFP”) is to obtain a contractor that is qualified and capable to conduct underwater ship husbandry tasks on the Battleship WISCONSIN, which shall include underwater inspections, maintenance and repairs.

The purpose of this project is to ensure the watertight integrity of the ship’s hull and to conduct such maintenance as will permit deferral of the requirement for dry-docking as long as possible.

The contracted period is for one year, with options to renew for four additional one-year periods. Please note in the Scope of Services that some services may not be required every year, and so the pricing is by service and not combined.

The City invites all qualified Offerors to respond to this RFP by submitting a proposal consistent with its terms and conditions.

### **C. Scope of Services:**

The scope of work to address the above stated purpose is as follows:

The offeror selected and retained by the City, shall provide underwater testing and inspection and re-inspection services on the Battleship WISCONSIN on-site including, but not limited to, the following:

Annually:

1. INITIAL DIVE INSPECTION: Perform an initial dive inspection (“swim-by”) to determine the requirement for hull cleaning. The inspection shall be reported, with supporting

photographic evidence, with a recommendation regarding hull cleaning. This report shall be presented to the Nauticus representative of the City.

2. MAINTENANCE: When authorized by the City, perform any required hull cleaning in accordance with NAVSEA S9086-CQ-STM-10/Chapter 081, "Waterborne Underwater Hull Cleaning of Navy Ships" and Chapter 28, "Pollution Prevention."

(Note: Cleaning of the hull is only necessary on the Battleship when biological growth prevents divers from ascertaining the watertight integrity of underwater sea chest blanks, stern tubes, which prevents the anodes and reference cells of the Impressed Current Cathodic Protection ("ICCP") System from operating effectively.)

3. INSPECTION: If cleaning is not required, or after cleaning, if it is required, the offeror shall conduct a full hull inspection of all existing sea-chest blank attachment areas and stern tubes for corrosion and/or water intrusion.

Twice Annually:

4. MAINTENANCE: Survey the impressed current ICCP System. Inspect and, if necessary, clean the hull-mounted ICCP System in accordance with NAVSEA S90j86-CQ-STM-10/Chapter 19, "Cathodic Protection System." This requirement may be combined with the inspection in subparagraph 1 or 3, above, for one of the semiannual inspections.

After each inspection and cleaning:

5. Submit a report detailing the findings of each inspection. The report should also include recommendations for any additional repairs to any underwater components or coverings that may be needed, with photographic documentation.
6. REPAIR: With the specific approval of the City, conduct underwater repairs, to include welding and painting around sea chest plates using Hycote-type underwater paint and general flat-hull paint system repairs, also using Hycote-type underwater paint. Submit a final report of findings and actions completed to the City. The specifics of the final report shall include photographic evidence of conditions before and after any actions taken, including cleaning and all repairs.

After all inspections, maintenance and repairs are completed:

7. Conduct a post-inspection survey of underwater hull potential and document noted changes in the hull potential.

The City will take reasonable steps to provide facilities and extend all reasonable support to the supervisor or diving contractor in the event of an emergency. Details should be reflected in the mutually agreed upon Diving Project Plan.

## SECTION II – INSTRUCTIONS TO OFFERORS

### **A. Contact with City Staff, Representatives, and/or Agents:**

Direct contact with City staff, representatives, and/or agents other than the Issuing Office staff on the subject of this RFP or any subject related to this RFP is expressly prohibited except with the prior written permission of the Purchasing Agent.

### **B. Offerors of Record:**

Offerors receiving a copy of this RFP from a source other than the Issuing Office, DemandStar ([www.demandstar.com](http://www.demandstar.com)) or eVA ([www.eva.virginia.gov](http://www.eva.virginia.gov)) shall contact the Issuing Office to confirm registration.

### **C. Pre-proposal Conference:**

There will be a pre-proposal conference on June 13, 2016 at 10:00am at Nauticus, One Waterside Drive, Norfolk, VA. The pre-proposal conference is not mandatory, but highly recommended as an opportunity for a site visit.

### **D. Questions and Addenda:**

Offerors shall carefully examine this RFP and any Addenda. Offerors are responsible for seeking clarification of any ambiguity, conflict, omission, or other errors in this RFP in writing. Questions shall be addressed to Silvester Howell, Procurement Specialist, at [silvester.howell@norfolk.gov](mailto:silvester.howell@norfolk.gov). If the answer materially affects this RFP, the information will be incorporated into an Addendum and posted on DemandStar or eVA. This RFP and any Addenda shall be incorporated by reference into any resulting Agreement. Offeror is responsible for checking DemandStar, eVA or with the Issuing Office within 48 hours prior to the proposal closing to secure any Addendum issued as part of this RFP.

Oral comments and/or instructions do not form a part of this RFP. Changes or modifications to this RFP made prior to the date and time of closing will be addressed by Addendum from the Issuing Office.

All questions shall be submitted no later than 5:00 pm EST on June 15, 2016. Questions received after that time will not be considered. The answers to questions submitted will be provided in Addendum # 1 which shall be posted on. Any additional questions shall be submitted no later than 5:00 PM EST on. Questions received after that time will not be considered. Any answers to the questions will be posted in Addendum #2 on, if necessary.

### **E. Offeror Obligation:**

Offeror shall carefully examine the contents of this RFP and any subsequent addenda and inform itself fully of the conditions relating to services required herein. Failure to do so shall not relieve the successful offeror of its obligation to fulfill the requirements of any contract resulting from this RFP.

**F. Anti-Collusion:**

Collusion or restraint of free competition, direct or indirect, is prohibited. Offerors are required to execute the anti-collusion statement. See Attachment A.

**G. Ethics in Public Contracting:**

The Offeror shall familiarize itself with Chapter 33.1, Article VII (§§ 33.1-86 through 33.1-93) of the Code of the City of Norfolk, Virginia, 1979, as amended, entitled "ETHICS IN PUBLIC CONTRACTING," including the additional statutes set forth in § 33.1-86 thereof, which are attached. The offeror shall abide by such provisions in submission of its proposal and performance of any contract if awarded. See Attachment B.

**H. Debarment Certification:**

The certification regarding debarment, suspension, proposed debarment, and other responsibility matters attached to this RFP must be executed and returned with proposals. See Attachment D.

**I. Schedule of Events:**

Event	Date
RFP Issued	June 1, 2016
Pre-proposal Conference	June 13, 2016 @ 10:00 AM
Question Deadline	June 15, 2016 @ 5:00 PM
Addenda Issued	June 17, 2016
Proposals Due	June 30, 2016
Oral Presentations, if any	TBD
Negotiations	TBD
Intent to Award posted	TBD
Executed Contract	TBD
Contract commences	TBD

**J. Proposal Submission:**

Proposals meeting the requirements set forth in Section IV shall be submitted by hand in a sealed envelope no later than the time and date deadline specified in this RFP to:

City of Norfolk, Virginia  
Office of the Purchasing Agent  
Suite 250  
232 E. Main Street  
Norfolk, Virginia 23510  
Attn: Silvester Howell, Procurement Specialist

"RFP 5045-0-2016 - UNDERWATER HULL INSPECTION, MAINTENANCE & REPAIR" should be denoted on the outside of the envelope or package. Timely submission of the proposal is solely

the responsibility of the offeror. Proposals received after the specified date and time will be not be accepted.

**K. Preparation of Proposals:**

In presenting their proposals, offerors are encouraged to be thorough in addressing the specific requirements and scope of work and the Submittal Requirements set forth in Section IV. It is solely the offeror's responsibility to ensure that all pertinent and required information is included in its proposal. Failure to adhere to the format set forth in Section IV and to include the required information could result in a poor evaluation of the offeror's proposal. The City reserves the right to determine if a proposal is incomplete.

**L. Proprietary Information/Non-Disclosure:**

Offeror is advised that City Code section 33.1-9 and Section 2.2-4342 of the Code of Virginia, 1950, as amended, shall govern public inspection of all records submitted by Offeror. Specifically, if Offeror seeks to protect any proprietary data or materials, pursuant to Section 2.2-4342, Offeror shall: invoke the protections of this section prior to or upon submission of the data or other materials, provide a statement that identifies the data or other materials to be protected and that states the reasons why protection is necessary. Submit trade secrets, confidential documents or other proprietary information under separate cover in a sealed envelope clearly marked "PROPRIETARY".

Information submitted that does not meet the above requirements will be considered public information in accordance with State statutes. References to the proprietary information may be made within the body of the proposal; however, all information contained within the body of the proposal shall be public information in accordance with State statutes. Trade secrets, confidential documents or proprietary information submitted by an offeror in conjunction with this RFP are not subject to public disclosure under the Virginia Freedom of Information Act ("VFOIA"). Information submitted that does not meet the above requirements will be considered public information in accordance with the VFOIA. An all-inclusive statement that the entire Proposal is proprietary and/or confidential is unacceptable. A statement that offeror's costs and/or proposal pricing are to be protected is unacceptable. Offeror will be requested to remove any such statement(s) in order to be eligible for further consideration.

**M. Exceptions to the City's Contractual Terms and Conditions**

Identify any exceptions to the City's Contract Terms and Conditions (set forth in Section III), including any proposed revision(s), and an explanation of why any such revision is needed. For each exception, offeror will specify the RFP page number, section number, and the exception taken. Offeror must not incorporate its standard contract document into its proposal, by reference or in full text, without listing each exception it represents to the terms and conditions of this RFP.



**N. RFP Closing**

Offeror shall ensure its proposal is delivered to and is time stamped by the Issuing Office no later than the Closing Date and Time shown on the cover page of this RFP. Proposals received after the specified date and time will not be considered and will be returned to the Offeror unopened.

**O. Proposal Binding For One-hundred Eighty (180) Days:**

Offeror agrees that its proposal shall be binding and may not be withdrawn for a period of one-hundred eighty (180) calendar days after the scheduled closing date of this RFP.

**P. Cost incurred in Responding:**

This RFP does not commit the City to pay any costs incurred in the preparation and submission of proposals or in making necessary studies or designs for the preparation thereof, nor to procure or contract for services.

**Q. Disposition of Proposals:**

On receipt by the City, all materials submitted in response to this RFP will become the property of the City. One (1) copy of each proposal shall be retained for official files and will become a public record after the award and subject to the Virginia Freedom of Information Act ("VFOIA") provisions.

**R. Proposal Evaluation Process:**

Evaluation of proposals will be within the discretion of the City. It is the intent of this RFP that all services be provided complete in all respects without need by the City to engage separate technical expertise of services. Upon receipt of the proposals, the City will evaluate all materials submitted by responding firms and rank the proposals using the following 100-point scale:

Criterion	Points
Introduction to Offeror	20
Experience Providing Similar Services	25
Approach and Capacity	30
Price	25
TOTAL	100

Pricing will be evaluated objectively. The City will compute the total of 25 points for pricing with the following equation:

$$\begin{aligned} &\text{lowest/individual totals} = X \\ &X(.25) \\ &= \text{point number received for price} \end{aligned}$$

**S. Presentations:**

If, in the City's opinion, offeror presentations or demonstrations of the proposals are warranted, the City will notify the selected offerors. Such presentation or demonstration will be at a City site at a date and time mutually agreed to between the City and offeror and travel will be at the offeror's expense.

**T. Award:**

The award of a contract(s) shall be at the sole discretion of the City. Award(s) will be made to the Offeror(s) whose proposal is determined to be most advantageous to the City, taking into consideration the evaluation factors set forth in this RFP. The City reserves the right to cancel the solicitation and to waive informalities. The City also reserves the right to enter into any contract deemed to be in its best interest, including the award of a contract to more than one offeror.

Offerors shall submit proposals, in accordance with the RFP requirements and maintain compliance with all federal, state and local laws and regulations. The City further reserves the right to make award(s) based on initial proposals submitted without further discussion of the proposals or deliberation. Therefore, the proposals should be submitted initially on the most favorable terms that the offerors can propose with respect to both price and technical capability. The contents of the proposal(s) of the selected offeror(s), as negotiated, will be incorporated and made a part of any City contractual obligation when the award(s) is made. Proposals will be initially evaluated on the basis of the written material provided, with clarifications requested as needed by the Office of the Purchasing Agent.

**U. Protests:**

Any offeror, who desires to protest the award or decision to award a contract, shall submit the protest in writing to the City's Purchasing Agent no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. Public notice of the award or the announcement of the decision to award shall be given by the City, in the manner prescribed in the terms or conditions of the RFP.

No protest shall lie for a claim that the selected offeror is not a responsible offeror. Notwithstanding the requirements specified herein, the written protest shall be addressed to the City's Purchasing Agent and shall include the basis for the protest and the relief sought to be considered valid. The City shall issue a decision in writing stating the reasons for the action taken. This decision shall be final unless the offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in City Code §33.1-106. Nothing in this subsection shall be construed to permit an offeror to challenge the validity of the terms or conditions of the RFP. Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this chapter shall not be affected by the fact that a protest or appeal has been filed.

### **SECTION III – CONTRACT TERMS AND CONDITIONS**

#### **TERM AND/OR TIME OF PERFORMANCE**

To be negotiated with the successful Offeror.

#### **INSURANCE REQUIREMENTS**

Contractor will maintain during the term of this agreement insurance of the types and in the amounts described below. All insurance policies affected by this agreement will be primary and noncontributory to any other insurance or self-insurance maintained by the City, and will be written in an ISO form approved for coverage in the Commonwealth of Virginia. Policy limits may be met via either a singular policy, or in combination with primary and excess, or umbrella, insurance policies. All policies will provide that the Contractor will receive at least thirty (30) days written notice in the event of cancellation of, or material change in, any of the policies. Unless otherwise specifically approved by the City, all general liability, marine liability and automobile/vehicle liability policies will include the City of Norfolk, Va. and its employees as "Additional Insured", and be written as an "occurrence" base policy. If the Contractor fails to maintain the insurance as set forth in this Agreement, the City has the right, but not the obligation, to purchase such insurance at Contractor's expense

MARINE COMPREHENSIVE LIABILITY INSURANCE ("MCL") with a limit of not less than \$2,000,000 each occurrence, \$5,000,000 general aggregate. MCL will cover liability arising from land and in-water premises, operations, independent contractors, products-completed operations, personal injury and liability assumed under insured contract for the work being performed in this IFB.

WORKER'S COMPENSATION INSURANCE providing coverage as required by applicable Federal and, or, States' statutes, and Employer's Liability Insurance. The limits of such policies will be at least \$2,000,000 per accident/disease, and policy limit of \$2,000,000. Policies shall be extended for, or separate policies maintained, that provides coverage under the United States Longshoreman Act, and, or Jones Act, as applicable for the Vendor's employees, and, for other workers obtained by and under the control of the Vendor, while performing the services arising from this RFP.

AUTOMOBILE/MOTOR VEHICLE LIABILITY INSURANCE with a limit of not less than \$2 million combined single limit; or, Bodily Injury \$1,000,000 each person, \$2,000,000 accident, and Property Damage \$100,000 each accident. Such insurance must cover liability arising from any motor vehicle as defined by Commonwealth of Virginia laws and must include coverage for owned, hired and non-owned motor vehicles, as well as uninsured and underinsured motorists.

ERRORS & OMISSIONS LIABILITY INSURANCE that will protect the Contractor against legal liability from alleged negligence or errors and omissions, including personal injury, which may

arise from the performance of the Contractor's duties and obligations under this contract, and for three years thereafter, whether such operations be by the Contractor, the Contractor's staff, or by any Subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such Professional Liability Insurance are \$1,000,000 each occurrence, \$2,000,000 aggregate.

#### **INSURANCE POLICIES/CERTIFICATE OF INSURANCE**

CONTRACTOR will furnish the CITY with two (2) copies of the policies, or a certificate(s) of insurance evidencing policies, required in Paragraphs \_\_\_\_\_ of this Agreement. The certificate(s) will specifically indicate that the insurance includes any extensions of coverage required in Paragraph \_\_\_\_\_ above. In the event of cancellation of, or material change in, any of the policies, the Contractor will notify the City within at least 14 days after receiving notice of such cancellation or policy change and provide evidence that insurance coverage is in place to meet the requirements of this agreement.. If the Certificate indicates coverage applicable insurance policies will expire prior to completion of all terms of this Agreement/Contract, the CONTRACTOR will furnish a certificate of insurance evidencing renewal of such coverage to the CITY within 10 days of the effective date such renewal. All certificates will be executed by a duly authorized representative of each insurer, showing compliance with the requirements of this agreement. Failure of the City, and, or the City's designated agents for this Contract/Agreement, to (1) demand such certificates or other evidence of full compliance with these requirements, and, or, (2) identify a deficiency from evidence that is provided, will not be construed as a waiver of the Contractor's obligation to maintain the insurance required in this Contract/Agreement.

SUBCONTRACTOR'S INSURANCE: The Contractor will require each of his Sub-Contractors to take out and maintain during the life of the subcontract insurance coverage of the same type and limits required of the Contractor for work performed by the sub-contractor. Each Sub-contractor will furnish to the Contractor two (2) copies of the policies, or certificates of insurance, evidencing the applicable insurance. The Sub-Contractor will comply with the same requirements regarding indications of coverage, renewal and submission of policies as is required of the Contractor. The Contractor will furnish at least one copy the Sub-Contractor's policies/certificate to the City.

#### **INDEMNIFICATION**

The Contractor shall indemnify and save harmless the City and its representatives from and against all losses and claims, demands, suits, actions, payments, and judgments arising from personal injury or otherwise, brought or recovered against the City and its representative by reason of any act, negligence or omission of the Contractor, its agents, servants or employees, in the execution of the contracted work, including any and all expense, legal and otherwise, incurred by the City or its representatives in the defense of claim or suit. This paragraph shall survive the expiration or termination of this Agreement.

## **PAYMENT OF SUBCONTRACTORS**

The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the City for work performed by any subcontractor under this Agreement:

- a. Pay the subcontractor for the proportionate share of the total payment received from the City attributable to the work performed by the subcontractor under this Agreement; or
- b. Notify the City and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the City for work performed by the subcontractor under this Agreement, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Agreement, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the City. A Contract modification or Amendment to this Agreement may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

## **FORCE MAJEURE**

The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Agreement if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the Contractor, and outside and beyond the scope of the Contractor's then current, by industry standards, disaster plan, that make performance impossible or illegal, unless otherwise specified in the Contract.

The City shall not be held responsible for failure to perform its duties and responsibilities imposed by this Agreement if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the City that make performance impossible or illegal, unless otherwise specified in the Contract.

## **CITY OF NORFOLK BUSINESS LICENSES**

The Contractor must comply with the provisions of Chapter 24 (“Licenses and Taxation”) of the City of Norfolk Code, if applicable. For information on the provisions of that Chapter and its applicability to this Agreement, the Contractor must contact the City of Norfolk Business License Division, Office of the Commissioner of the Revenue, 810 Union Street, City Hall, First Floor, West Wing, Norfolk, Virginia 23510.

## **DEFAULT AND TERMINATION]**

If Contractor fails or refuses to perform any of the terms of this Agreement, including poor services, work or materials, the City may, by written notice to Contractor, terminate this Agreement in whole or in part. In addition to any right to terminate, the City may enforce any remedy available at law or in equity in connection with such default, and Contractor shall be liable for any damages to the City resulting from Contractor's default. The City further reserves the right to immediately obtain such work or services from other entities in the event of Contractor's default.

## **SUSPENSION OR TERMINATION OF AGREEMENT BY CITY**

The City, at any time, may order Contractor to immediately stop work on this Agreement, and/or by thirty (30) days written notice may terminate this Agreement, with or without cause, in whole or in part, at any time. Upon receipt of such notice, the Contractor shall immediately discontinue all services affected (unless the notice directs otherwise), and deliver to the City all data (including electronic data), drawings, specifications, reports, project deliverables, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Agreement whether completed or in process (unless otherwise directed by the notice).

- A. If the termination or stop work order is due to the failure of the Contractor to fulfill any of its Agreement obligations, the City may take over the Work and prosecute the same to completion by contract or otherwise.
- B. Should the Agreement be terminated or work is stopped not due in any way to the fault of the Contractor, the Contractor shall only be entitled to compensation for services actually performed and materials actually supplied prior to notice of termination or to stop work and which are approved by the City and any applicable federal or state approving agency. No profit, overhead, or any other costs of any type are allowed after the date of such notice of termination or stop work order.
- C. The rights and remedies of the City provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement and City may pursue any and all such rights and remedies against Contractor as it deems appropriate.

## **ASSIGNMENT**

Contractor shall not assign, transfer, subcontract, or otherwise dispose of its rights or duties under this Agreement to any other person, firm, partnership, company, or corporation without the previous consent in writing of the City.

### **INDEPENDENT CONTRACTOR**

Contractor shall at all times act as an independent contractor in the performance of this Agreement. Neither Contractor nor its employees or agents shall represent themselves to be, or be deemed to be, employees of the City.

### **SEVERABILITY**

If any provisions of this Agreement are held to be unenforceable, this Agreement shall be construed without such provisions.

### **WAIVER**

The failure by a party to exercise any right hereunder shall not operate as a waiver of such party's right to exercise such right or any other right in the future.

### **CHANGES**

This Agreement may be amended only by a written document executed by a duly authorized representative of each of the parties.

### **GOVERNING LAW AND VENUE**

This Agreement is made under and shall be construed according to the laws of the Commonwealth of Virginia. Venue, in the event of litigation, shall be in City of Norfolk.

### **ETHICS IN PUBLIC CONTRACTING**

Contractor hereby certifies that it has familiarized itself with §§33.1-86 through 33.1-93 of the Code of the City of Norfolk, Virginia, 1979, as amended, entitled "Ethics in Public Contracting," and further that all amounts received by Contractor, pursuant to this Agreement are proper and in accordance therewith.

### **NONDISCRIMINATION**

In the performance of this Agreement, Contractor agrees that it will adhere to the nondiscrimination requirements set forth in §33.1-53 of the Code of the City of Norfolk, Virginia, 1979, as amended.

### **DRUG FREE WORKPLACE**

During the performance of this Agreement, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every

subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor by the City, the employees of which Contractor are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract. As a condition of continued service on the contract, any Contractor personnel assigned to this project may be required to submit to an alcohol/drug test at any time.

#### **COMPLIANCE WITH FEDERAL IMMIGRATION LAW**

The Contractor shall certify that, at all times during which any term of an agreement resulting from this solicitation is in effect, it does not and shall not knowingly employ any unauthorized alien. For purposes of this section, an "unauthorized alien" shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed by either Title 8, section 1324a of the United States Code or the U.S. Attorney General.

#### **AUTHORIZATION TO TRANSACT BUSINESS IN THE COMMONWEALTH**

Contractor hereby represents that it is organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership and is authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.



## SECTION IV– PROPOSAL SUBMITTAL REQUIREMENTS

### A. General:

Proposals must be submitted as one (1) hard copy containing an original longhand signature on the Proposal Cover Page, and five (5) additional copies, each including a photocopy of the original signed Proposal Cover Page (six (6) copies total), and six (6) electronic CD copies. Copies shall not deviate in any way from the original. The Cover Page must be signed by a person authorized to legally bind the offeror.

The Original Proposal and copies shall be submitted by hand in a sealed envelope no later than the time and date deadline specified in this RFP to:

City of Norfolk, Virginia  
Office of the Purchasing Agent  
Suite 250  
232 E. Main Street  
Norfolk, Virginia 23510  
Attn: Silvester Howell, Procurement Specialist

The exterior of the envelope or package shall indicate the name of the offeror, the scheduled proposal submission date and time, and the number of the RFP. The time and date of receipt shall be indicated on the envelope or package by the Office of the Purchasing Agent. Pricing shall be submitted in a separate envelope.

### B. Proposal Standards:

Proposal shall meet standards of professional writing established for the type of report or written material provided, shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors and shall be submitted in a format outlined herein. Whenever possible, proposals submitted in response to this RFP shall comply with the following guidelines:

- All copies shall be printed on at least thirty percent (30%) recycled-content and/or tree-free paper;
- All copies shall be double-sided;
- Covers or binders shall be recyclable, made from recycled materials, and/or easily removable to allow for recycling of pages (proposals with glued bindings that meet all other requirements are acceptable);
- The use of plastic covers or dividers should be avoided;
- Unnecessary attachments or documents not specifically asked for should not be submitted, and superfluous use of paper (e.g. separate title sheets or chapter dividers) should be avoided; and
- Proposals shall address the below areas, not exceeding the stated page limitations (if any).

- The proposal shall be limited to a page size of 8 ½" x 11", single space and type size shall not be less than 10 point font for each response item. Note: for page-counting purposes, a page equals a one-sided sheet. If a page limit is not noted within the section below there is no page limit.

**C. Unnecessarily Elaborate Responses:**

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this RFP are not desired and may be construed as an indication of the respondent's lack of cost consciousness. Elaborate or expensive art work, paper, bindings, and visual and other presentations are neither necessary nor desired by the City.

**D. Format of Proposals:**

Offeror shall respond to this RFP with a written proposal in the format outlined below. The proposal shall include, at a minimum, the following sections, each under separate tabs: Numbered tabs and dividers are required for each of the sections listed and in the order below:

Additional instructions are Section II of this RFP.

- I. RFP COVER PAGE
- II. EXECUTIVE SUMMARY
- III. EXPERIENCE IN PROVIDING SIMILAR SERVICES
- IV. APPROACH AND CAPACITY
- V. REFERENCES
- VI. PRICING
- VII. EXCEPTIONS TO THE CITY'S CONTRACTUAL TERMS AND CONDITIONS
- VIII. ATTACHMENTS A, B, C, D, E, AND F, COMPLETED, SIGNED or INITIALED AS NECESSARY

**I. RFP COVER PAGE**

Offerors shall complete the first page of the RFP, sign and submit with their proposal. Attachments to this RFP shall be filled and initialed or signed as necessary and submitted as part of proposals.

**II. INTRODUCTION OF OFFEROR**

- a. The Offeror's proposal shall contain an executive summary that summarizes its overall capabilities and approaches for accomplishing the services specified herein. This summary shall also identify anticipated challenges and/or barriers to completion, cost saving opportunities and other creative approaches. In addition, Offeror will identify the proposed Project Manager ("PM") and Site Supervisor and provide additional information as listed in subparagraphs III and IV, below.

- b. Offeror shall provide an organizational chart which describes the division of responsibilities among the members of the staff.
- c. Offerors will provide, upon request, the following documents related to the proposed scope of work:
  - i. diving, emergency and maintenance manuals and procedures;
  - ii. description of equipment used for the particular activity to be contracted;
  - iii. planned maintenance and certification for the diving equipment to be used;
  - iv. a guide for operators of such equipment;
  - v. quality assurance system and documented procedures;
  - vi. evidence of approval/acceptance by certification bodies, if any;
  - vii. registration of the diving contractor with the local regulators and/or vessel classification society;
  - viii. documented evidence of personnel training and competence for all members of the diving team comprising diving supervisor, divers, tenders and other support personnel;
  - ix. evidence of an effective diving management system, including protocols and procedures for conducting effective risk management;
  - x. any accredited to such international standards as ISO 9001 and ISO 14001 and OHSAS 1800;
  - xi. information on agreements and arrangement if any services are to be provided by subcontractors. Particular emphasis should be given to quality management by the subcontractor.
- d. The Offeror's Introduction shall reflect that the Offeror is certified by the United States Navy, Naval Sea Systems Command, Underwater Ship Husbandry Management Division, (Code 00C5) for conducting diving activities to perform waterborne underwater hull cleaning services, including the proper inspection and cleaning of ICCP Systems components and all relevant environmental considerations.
- e. The Offeror shall certify that all equipment planned for use in the project meets Navy requirements as listed in Naval Ships Technical Manual S9086-CQ-STM-010, Chapter 81, "Waterborne Underwater Hull Cleaning of Navy Ships."

### **III. EXPERIENCE IN PROVIDING SIMILAR SERVICES**

- a. Offerors shall demonstrate their past experience with the Scope of Work: they shall submit all completed performance reports from clients for which they completed similar underwater ship inspection and repair projects for the past five (5) years. Reports should include individual project names, client names, project scope, estimated cost, date of completion of the project, and whether offeror was the contractor or a subcontractor.
- b. Offerors shall submit at least two (2) sample completed reports to clients for similar services.

- c. Offerors shall submit a safety summary for the past five (5) years.
- d. Offerors shall submit a listing of relevant projects completed within the last five (5) years by the proposed Project Manager (“PM”). Reference projects should demonstrate applicable skills and experience to successfully complete the Scope of Work described in this RFP. This listing shall indicate:
  - i. Project Name.
  - ii. Description of PM Role.
  - iii. Percentage of Time as related to the total worked on the Referenced Project.
  - iv. For whom the work was performed, including Company Name, Contact Person and that person’s e-mail and phone number (inactive e-mails or phone numbers will result in a deduction of points).
  - v. Proposed Cost and Final Billing Cost, provide reason(s) for cost variances
  - vi. Proposed number of days for completion and actual number of days for completion, provide reason(s) for variances.
  - vii. Links to an electronic copy of the plans and any other relevant information available electronically.
  - viii. Offerors shall submit evidence that the diving supervisor(s) and divers have previous experience similar to the planned work and, upon request, provide records of certification for divers and appropriate in-date diving medicals.

#### **IV. APPROACH AND CAPACITY**

Offeror shall detail the proposed approach to provide the requested services and capacity of current or future staff to meet the requirements of the City.

##### **1. Approach and Methodology.**

The Offeror shall detail its understanding of the scope of the project, its technical requirements, and the proposed methodology for delivery of services with particular emphasis on the inspection of ICCP System components, criteria for determining the need to clean the hull prior to additional inspection, criteria for determining the need to repair CPS components, sea chest covers and/or stern tubes. Any information and data that the Offeror will require from the City must be identified in this section.

##### **2. Capacity.**

- a. The Offeror shall include a proposed timeline detailing all required major tasks and sub-tasks to be completed based on the Scope of Work. This description should discuss how each task/deliverable will be completed and should include a project management chart detailing all major tasks, sub-tasks, critical path items, total number of days from date of “Notice to Proceed” to final completion. This or another chart should also include the estimated level of effort proposed for each task, including the staff to be assigned to that task, number of hours per person per task, total number of hours and other resources proposed by the contractor, including any incidentals such as travel

and printing, to complete the Work. A final work plan will be negotiated with the City in accordance with the timeline for this project.

- b. The Offeror shall detail any concerns it may have in being able to successfully perform the Work and how it plans to mitigate any concerns.

**V. REFERENCES**

Provide names, addresses and telephone numbers of at least three (3) Contracting Officers or ship owners to whom offeror provided services as requested above in the past two (2) years, from the date of issuance of this RFP. At a minimum, offerors shall provide the following information: Name of an individual from that entity that can provide information regarding the quality of services provided by your firm; Contact person's e-mail address, and phone number; and Description of the services provided by your firm for the client.

**VI. PRICING (Separate sealed envelope)**

- a. Provide a per-day, all-inclusive rate pricing for underwater deliverable elements (except reports), to include boats, divers and materials.
- b. Provide an estimate of number of days required for:
  - i. Initial inspection
  - ii. Hull Cleaning
  - iii. Hull condition survey

Actual number of days estimated for any underwater repairs will depend on inspection findings and overall budgetary resources and are not required to be estimated in the submission.

- c. Provide additional itemized pricing for reports, administrative or other costs. Pricing shall be submitted in a separate sealed envelope.

**VII. EXCEPTIONS TO THE CITY'S CONTRACTUAL TERMS AND CONDITIONS (IF ANY)**

Identify any exceptions to the City's Contractual Terms and Conditions, including any proposed revision(s), and an explanation of why any such revision is needed. NOTE: review of exceptions to the City's Contractual Terms and Conditions will not be performed during the evaluation of written proposal, and is therefore not part of the evaluation criteria for review of written proposals.

**VIII. ATTACHMENTS A, B, C, D, E, AND F, FILLED, SIGNED OR INITIALED AS NECESSARY**

## ATTACHMENT A: ANTI-COLLUSION STATEMENT

TO ALL OFFERORS: EXECUTE AND RETURN WITH PROPOSAL DOCUMENTS.

In the preparation and submission of this proposal, on behalf of \_\_\_\_\_(name of offeror), we did not either directly or indirectly enter into any combination or arrangement with any person, firm or corporation, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free competition in violation of the Sherman Anti-Trust Act, 15 USCS § 1 *et seq.*, or the Conspiracy to Rig Bids to Government statutes, Virginia Code §§ 59.1-68.6 through 59.1-68.8.

The undersigned offeror hereby certifies that this agreement, or any claims resulting there from, is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business or commerce; and, that no person acting for, or employed by, the City of Norfolk has an interest in, or is concerned with, this proposal; and, that no person or persons, firm or corporation, other than the undersigned, have or are interested in this proposal.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Remaining page intentionally left blank.

## **ATTACHMENT B: ETHICS IN PUBLIC CONTRACTING**

### **Sec. 33.1-86. - Purpose.**

The provisions of this chapter supplement, but do not supersede, other provisions of law including but not limited to, the State and Local Government Conflict of Interests Act (Virginia Code, § 2.1-639.1 et seq.), the Virginia Governmental Frauds Act (Virginia Code, § 18.2-498.1 et seq.), and Articles 2 (Virginia Code, § 18.2-438 et seq.) and 3 (Virginia Code, § 18.2-446 et seq.) of Chapter 10 of Title 18.2 (related to bribery). The provisions of this article apply notwithstanding the fact that the conduct described may not constitute a violation of the State and Local Government Conflict of Interests Act.

(Ord. No. 33,095, § 1, 9-11-84; Ord. No. 34,573, § 2, 6-30-87)

### **Sec. 33.1-87. - Proscribed participation by public employees in procurement transactions.**

Except as may be specifically allowed by provisions of the State and Local Government Conflict of Interests Act (Virginia Code, section 2.1-639.1 et seq.), no public employee having official responsibility for a procurement transaction shall participate in that transaction on behalf of the public body when the employee knows that:

1. The employee is contemporaneously employed by a bidder, offeror or contractor involved in the procurement transaction; or
2. The employee, the employee's partners, or any member of the employee's immediate family holds a position with a bidder, offeror or contractor such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest of more than five (5) percent; or
3. The employee, the employee's partner, or any member of the employee's immediate family has a pecuniary interest arising from the procurement transaction; or
4. The employee, the employee's partner, or any member of the employee's immediate family is negotiating, or has an arrangement concerning, prospective employment with a bidder, offeror or contractor.

(Ord. No. 33,095, § 1, 9-11-84; Ord. No. 34,573, § 3, 6-30-87)

### **Sec. 33.1-88. - Solicitation or acceptance of gifts.**

No public employee having official responsibility for a procurement transaction shall solicit, demand, accept, or agree to accept from a bidder, offeror, contractor or subcontractor any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value, present or promised, unless consideration of substantially equal or greater value is exchanged. The city may recover the value of anything conveyed in violation of this section.

(Ord. No. 33,095, § 1, 9-11-84)

### **Sec. 33.1-89. - Disclosure of subsequent employment.**

No public employee or former public employee having official responsibility for procurement transactions shall accept employment with any bidder, offeror or contractor with whom the employee or former employee dealt in an official capacity concerning procurement transactions for a period of one year from the cessation of employment by the city unless the employee, or former

employee, provides written notification to the city manager prior to commencement of employment by that bidder, offeror or contractor.

(Ord. No. 33,095, § 1, 9-11-84)

**Sec. 33.1-90. - Gifts by bidders, offerors, contractors or subcontractors.**

No bidder, offeror, contractor or subcontractor shall confer upon any public employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

(Ord. No. 33,095, § 1, 9-11-84)

**Sec. 33.1-91. - Kickbacks.**

1. No contractor or subcontractor shall demand or receive from any of his suppliers or his subcontractors, as an inducement for the award of a subcontract or order, any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged.
2. No subcontractor or supplier shall make, or offer to make, kickbacks as described in this section.
3. No person shall demand or receive any payment, loan, subscription, advance, deposit of money, services or anything of value in return for an agreement not to compete on a public contract.
4. If a subcontractor or supplier makes a kickback or other prohibited payment as described in this section, the amount thereof shall be conclusively presumed to have been included in the price of the subcontract or order and ultimately borne by the city and will be recoverable from both the maker and recipient. Recovery from one offending party shall not preclude recovery from other offending parties.

(Ord. No. 33,095, § 1, 9-11-84)

**Sec. 33.1-92. - Purchase of building materials, supplies or equipment from architect or engineer prohibited.**

Except in cases of emergency, no building materials, supplies or equipment for any building or structure constructed by or for the city shall be sold by or purchased from any person employed as an independent contractor by the city to furnish architectural or engineering services, but not construction, for such building or structure, or from any partnership, association, or corporation in which such architect or engineer has a pecuniary interest.

(Ord. No. 33,095, § 1, 9-11-84)

**Sec. 33.1-92.1. - Participation in bid preparation; limitation on submitting bid for same procurement.**

No person who, for compensation, prepares an invitation to bid or request for proposals for or on behalf of the city shall:

- i. Submit a bid or proposal for that procurement or any portion thereof; or
- ii. Disclose to any bidder or offeror information concerning the procurement that is not available to the public. However, the city may permit such person to submit a bid or proposal for that procurement or any portion thereof if the city determines that the



exclusion of the person would limit the number of potential qualified bidders or offerors in a manner contrary to the best interests of the city.

(Ord. No. 43,223, § 2, 9-9-08)

**Sec. 33.1-92.2. - Certification of compliance required; penalty for false statements**

1. The city may require public employees having official responsibility for procurement transactions in which they participated to annually submit for such transactions a written certification that they complied with the provisions of this article.
2. Any public employee required to submit a certification as provided in subsection (1) who knowingly makes a false statement in the certification shall be punished as provided in section 33.1-95.

(Ord. No. 43,223, § 2, 9-9-08)

**Sec. 33.1-92.3. - Misrepresentations prohibited.**

No public employee having official responsibility for a procurement transaction shall knowingly falsify, conceal, or misrepresent a material fact; knowingly make any false, fictitious or fraudulent statements or representations; or make or use any false writing or document knowing it to contain any false, fictitious or fraudulent statement or entry.

(Ord. No. 43,223, § 2, 9-9-08)

**Sec. 33.1-93. - Penalty for violation.**

Willful violation of any provision of this article shall constitute a Class 1 misdemeanor. Upon conviction, any public employee, in addition to any other fine or penalty provided by law, shall forfeit his employment.

(Ord. No. 33,095, § 1, 9-11-84)

**State Law reference— Similar provisions, Code of Virginia, § 11-80.**

Sec. 33.1-94—33.1-100. - Reserved.

Initial: \_\_\_\_\_

Remaining page intentionally left blank.

## ATTACHMENT C: NONDISCRIMINATION

### **Sec. 33.1-53. - Employment discrimination by contractor prohibited.**

Every contract over one thousand dollars (\$1,000.00) shall include or incorporate by reference the following provisions:

1. During the performance of this contract, the contractor agrees as follows:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
  - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The contractor will include the provisions of the foregoing paragraphs a, b, and c in every subcontractor or purchase order of over ten thousand dollars (\$10,000.00), so that the provisions will be binding upon each subcontractor or vendor.

(Ord. No. 33,095, § 1, 9-11-84; Ord. No. 39,912, § 1, 4-11-2000)

Initial: \_\_\_\_\_

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## ATTACHMENT D: DEBARMENT CERTIFICATION

### Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters

#### I. CERTIFICATION.

The offeror certifies, to the best of its knowledge and belief, that—

(i) The offeror and/or any of its Principals—

(A) Are \_\_\_ are not \_\_\_ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal, state or local agency;

(B) Have \_\_\_ have not \_\_\_, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are \_\_\_ are not \_\_\_ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The offeror has \_\_\_ has not \_\_\_, within a three-year period preceding this offer, had one or more contracts terminated for default by any federal, state or local agency.

“Principals,” for the purposes of this certification, means officers; directors; City’s; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

#### II. INSTRUCTIONS.

a. The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror’s responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the offeror non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror/PPEs knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

### III. NOTICE.

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

## **ATTACHMENT E: COMPLIANCE WITH FEDERAL IMMIGRATION LAW**

### **1. CERTIFICATION.**

The offeror certifies, to the best of its knowledge and belief, that -

The offeror or any of its Principals at all times during which any term of the contract is in effect, (Please fill in with your enterprise's complete name) \_\_\_\_\_ does not and shall not knowingly employ any unauthorized alien. For purposes of this section, an "unauthorized alien" shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed by either Title 8, section 1324a of the United States Code or the U.S. Attorney General.

### **2. INSTRUCTIONS.**

a. The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the offeror non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

### **3. NOTICE.**

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, Title 18, United States Code.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT F: COMPLIANCE WITH STATE LAW – AUTHORIZATION TO TRANSACT BUSINESS IN THE  
COMMONWEALTH OF VIRGINIA**

**• CERTIFICATION.**

A. The offeror (Please fill in with your enterprise's complete name)  
\_\_\_\_\_ certifies that it is organized or authorized to  
transact business in the Commonwealth pursuant to Title 13.1 or Title 50.

The identification number issued to offeror by the State Corporation Commission:  
\_\_\_\_\_

B. Offeror that is not required to be authorized to transact business in the  
Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise  
required by law shall describe why it is not required to be so authorized:

**II. INSTRUCTIONS.**

a. The offeror shall provide immediate written notice to the Contracting Officer if,  
at any time prior to contract award, the offeror learns that its certification was  
erroneous when submitted or has become erroneous by reason of changed  
circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will  
not necessarily result in withholding of an award under this solicitation. However, the  
certification will be considered in connection with a determination of the offeror's  
responsibility. Failure of the offeror to furnish a certification or provide such additional  
information as requested by the appropriate City purchasing official may render the  
offeror non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment  
of a system of records in order to render, in good faith, the certification required by  
paragraph (a) of this provision. The knowledge and information of an offeror is not  
required to exceed that which is normally possessed by a prudent person in the ordinary  
course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of  
fact upon which reliance was placed when making award. If it is later determined that  
the offeror knowingly rendered an erroneous certification, in addition to other remedies  
available to the City, the appropriate City purchasing official may terminate the contract  
resulting from this solicitation for default.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_